

Application No. 09/832,513
Amendment dated August 7, 2003
Reply to Office Action of May 7, 2003

PATENT

REMARKS/ARGUMENTS

Upon entry of this amendment, claims 1-29 will be pending in this application and presented for examination. Claim 14 was amended to correct a minor typographical error. New claims 26-29 were added to more distinctly claim the invention. Support for the new claims can be found in the specification. No new matter has been added. Reconsideration is respectfully requested.

Claims

Claims 1-25 stand rejected under 35 U.S.C. § 103(a) as allegedly being obvious over Godin et al. (herein after Godin). Applicants respectfully traverse all the Examiner's rejections.

A. Claim 1

Godin and other alleged prior art, even if combined, fail to disclose or suggest all limitations of claim 1. More particularly, claim 1 recites "an assurance module coupled to said preregistration module for conducting a presale inspection of said merchandise item and to generate a merchandise inspection report." (Applicants' claim 1, emphasis added). Godin and other alleged prior art, even if combined, fail to disclose or suggest these claim limitations. Thus a prima facie case of obviousness has not been established.

The Examiner conceded that Godin does not teach an assurance module. But the Examiner asserted that "it is old and well known in the art of buy and selling used products to include warranty information on the product you are about to sell in order to assure a buyer of the quality of the product. Most notably, this happens with used cars, where a used car dealership will over a warranty on any used car purchased." (Office Action mailed May 7, 2003, page 2).

This alleged prior art does not teach "an assurance module coupled to said preregistration module for conducting a presale inspection of said merchandise item and to generate a merchandise inspection report" as is currently taught and claimed. "Assurance"

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means "guarantee." The assurance module recited in claim 1 provides a guarantee with respect to the accuracy of a merchandise inspection report. A merchandise inspection report should accurately describe the merchandise item in an "as is" condition. For example, if a merchandise item is defective, an inspection report should accurately describe its defective condition. The assurance module guarantees that the merchandise item is indeed in the condition as described.

In contrast, the alleged prior art asserted by the Examiner fails to disclose or suggest an assurance module as recited in claim 1. The warranty provided by a used car dealership guarantees "quality of the product." (Office Action mailed May 7, 2003, page 2). If a used car is defective, the used car dealership would compensate the buyer under such warranty.

(1) [The assurance module as recited in claim 1 guarantees the accuracy of the inspection report regardless of the quality level of a merchandise item. Accordingly, claim 1 is asserted to be allowable for at least the above reasons.]

Moreover, the alleged "well known" prior art asserted by the Examiner, alone or in combination with Godin, fails to disclose or suggest conducting a presale inspection and generating a merchandise inspection report as recited in claim 1. Applicants respectfully traverse and request that the Examiner withdraw the rejection.

B. Claims 26 and 27

(2) [In light of the above, claim 26 is allowable for substantially the same reason as claim 1, and more particularly for the specific features it recites. Godin and other alleged "well known" prior art, even if combined, fail to disclose or suggest "said merchandise inspection report is conducted by an impartial third party." (Applicants' claim 26, emphasis added). This is an important advancement in the art.]

In light of the above, claim 27 is allowable for substantially the same reason as claim 1, and more particularly for the specific limitations it recites. Godin and other alleged "well known" prior art, even if combined, fail to disclose or suggest "said merchandise inspection report is conducted by an impartial third party, said merchandise inspection report including a warranty as an assurance to a buyer." (Applicants' claim 27, emphasis added). In claim 27, an impartial third party conducts the merchandise inspection report including a

Application No. 09/832,513
Amendment dated August 7, 2003
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PATENT

warranty. If the merchandise inspection report is not accurate at no fault of the seller, the impartial third party, not the seller, would compensate the buyer.

C. Remaining Claims

In light of the above, it is asserted that claims 2-25 are allowable for substantially the same reason as claim 1, and more particularly for the specific features they recite. Also it is asserted that claim 28 is allowable for substantially the same reason as claims 1 and 26, and more particularly for the specific features it recites. Claim 29 is allowable for substantially the same reason as claims 1 and 27, and more particularly for the specific features it recites.

Information Disclosure Statement

With respect to the information disclosure statement, the Examiner stated that references AX, AY and AZ failed to include dates made available to the public. In response, Applicants respectfully submit that these references were provided in the Search/Examination report corresponding to the PCT application. A copy of the Search/Examination report was already submitted to the Examiner along with the information disclosure statement. Specifically, the reference AX corresponds to the category A reference "HTTP://WWW.IRONMAX.COM, see entire site" in the Search/Examination report, the reference AY corresponds to the categories A and E reference "ANONYMOUS Heavy Equipment Auctions Booming IndustryClick.com 8 May 2001, see entire document" in the Search/Examination report, and the reference AZ corresponds to the categories A and E reference "STONE, L.E. Kicking the Tires:Make Informed Decisions When Buying Used Equipment Construction Site News online, VULCANPUB.COM 7 June 2001, see entire document" in the Search/Examination report. Additionally, Applicants would like to point out that in the reference AY, under the title "Heavy Equipment Auctions Booming," there exists a byline stating "Source: IronPlanet, Ritchie Bros, May 8, 2001."

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CONCLUSION

In view of the foregoing, Applicants believe all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 650-326-2400.

Respectfully submitted,

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